



March 6, 2006

RE: RFP DGS-2053 ADDENDUM #23

TO ALL INTERESTED BIDDERS:

This addendum makes changes or corrections to the following RFP Sections:

#### **SECTION 4**

**TOC, all.** Updated entire table of contents to correct page number references.

**4.5.5.1, page 12.** Added “Bidder understands...” statement.

**4.5.5.1.5, page 14-15.** Modified end of last paragraph regarding negotiation of rates and charges with subcontractors. This caused the subsection to be split between pages 14 and 15.

**4.5.5.2, page 15-16.** Added “Bidder understands...” statement (which caused repagination of pages 15 and 16).

**4.5.5.2.3, page 15-16.** Added “Bidder understands...” statement (which caused repagination of pages 15 and 16).

**4.5.6.1, page 17.** Added “Bidder understands...” statement.

**4.5.6.2, page 18.** Added “Bidder understands...” statement.

**4.5.7, page 19.** Added “Bidder understands...” statement.

**4.5.9, page 22.** Added “Bidder understands...” statement.

#### **SECTION 11**

**Appendix B-1, Exhibit A-2, page 60-62, *Authorization to Order Under State Contract.***  
Replaced in its entirety.

**Appendix B-2, Exhibit A-2, page 61-63, *Authorization to Order Under State Contract.***  
Replaced in its entirety.



**Appendix B-3, Exhibit A-2, page 61-63, *Authorization to Order Under State Contract.***  
Replaced in its entirety.

**Appendix B-4, Exhibit A-2, page 61-63, *Authorization to Order Under State Contract.***  
Replaced in its entirety.

### **GENERAL NOTE**

All of the references above are summaries. Please read the entire text of each change. Changes are indicated by a horizontal or vertical line in the right margin of each page. A horizontal line indicates that text has been removed. A vertical line means text has been added or text has been changed. Please replace the RFP pages with the pages included in this addendum.

Please send any questions to me via e-mail.

Sincerely,

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## Section 4

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#### 4.5.5 Contract Business Relationships (M)

In RFP Section 1.3 and Section 4.4 of the RFP, the State introduces the concept of four individual business Modules to support statewide telecommunications and network services. The State intends to award a separate Contract for each service Module. The State acknowledges the uniqueness of service Modules, interdisciplinary relationships, and business interactions that may impact the provisioning of total service opportunities within and between service Modules for Customers. The State anticipates that some services in Module 1 - Core Services and Module 2 - Long Distance Services for Voice will complement each other in some service applications and require interoperability.

In Module 3 and Module 4, where technical interoperability is not a business requirement, the Bidders must demonstrate how implementation of their services will not disrupt or negatively impact the services provided by other Module service suppliers.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

##### 4.5.5.1 State and Contractor Business Relationships (M)

The State is committed to working cooperatively with the Contractors to establish a positive working relationship and an environment that facilitates communication, cooperation, and collaboration between other Contractors and with the State.

The successful Bidder(s) will be required to establish business relationships with other awarded Contractors to provide services within and between service Modules in support of statewide telecommunications services. Using the business models identified in Section 6 and required services as defined in Section 4.4, Bidders shall also commit to the subsections below.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

**4.5.5.1.3 Technical Interoperability (M)**

Bidders shall describe in detail their commitment to technical interoperability requirements in accordance with Sections 6.1 and 6.2.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

**4.5.5.1.4 Impact on other Module's Services (M)**

Bidders shall describe in detail how the implementation of their services for the proposed Module(s) will not negatively impact the functionality of the other Modules, even if no interoperability requirement exists.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

**4.5.5.1.5 Business Relationships with Other Telecommunications Providers**

The Contractor(s) may subcontract with other telecommunications providers for the provisioning of specific Deliverables and Services in the subcontractors' authorized facilities-based territories. The State of California encourages the telecommunications industry to work together in alliance arrangements to provide peer-to-peer services on a fully retail basis for the delivery of CALNET II Deliverables and Services as described in this RFP. Consistent with

provisions of federal and State law, the State expects carriers to transmit information on a retail-to-retail basis for purposes of providing Deliverables and Services.

For the purposes of managing the contract as described in RFP Section 1.2, the Contractor(s) will act as an agent of the subcontractors when dealing with the State on a daily basis. However, the State may work directly with the Contractor(s)'s subcontractors to expedite the resolution of specific provisioning or trouble related problems.

The State reserves the right to request and participate with the Contractor in a discussion of rates and charges with the Contractor(s)'s subcontractors consistent with this RFP when special state business circumstances and considerations require it. This request will not be unreasonably withheld.

#### **4.5.5.2 Corporate Business Relationships (M)**

In the event that a Bidder is awarded a Contract in more than one Module, the Bidder must adhere to the requirements of each Contract independently. Bidders shall submit a Contractor Business Plan as referenced in Section 4.5.7 with their Proposal(s) for each Module that also identifies the items discussed in the subsections below.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description*

##### **4.5.5.2.1 Single Point of Contact (M)**

Bidders shall describe in detail the process for how corporate governance will meet "single point of contact" responsibilities. (Section 4.5.1, Item 12.) If a Bidder wins more than one module



they may be required by the State to provide a “single point of contact” for all their awarded Contracts.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### **4.5.5.2.2 Interaction Between Affiliates (M)**

Bidders will describe in detail the anticipated process for interaction with their Affiliates that are bidding on other CALNET II Modules in the event that such Affiliates are awarded Contracts.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### **4.5.5.2.3 Competitive Business Goals Between Affiliates (M)**

Bidders shall describe in detail the process for how conflicts in competitive business goals between Affiliates and service Modules will be resolved so as not to negatively impact the provisioning of service to Customers.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### 4.5.5.2.4 Sharing of Key Personnel and Resources (M)

Section 4.5.7.1 requires identification of Key Personnel. Bidders that submit a Proposal to share Key Personnel or resources between corporate entities in support of individual Contract requirements, shall demonstrate how sharing of resources will not negatively impact individual Contract administration, management, and operations. Any plan to share Key Personnel, resources, or functions (e.g., billing, service order, trouble reporting) shall be included in the Contractor Business Plan and requires DTS/ONS approval prior to implementation.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### 4.5.6 Transition/Migration/Transfer Objectives (M)

##### 4.5.6.1 Transition (M)

The State has documented its requirements that existing Customers of the CALNET I Contract will Transition to CALNET II Contract Services for Module 1 – Core Services and Module 2 –Long Distance Services for Voice at no cost to the State or its Customers.

Exempt State Agencies and local government Customers may Transition to CALNET II at their option. In Sections 6.1.14 and 6.2.25, the Bidders are required to submit a Transition-In plan that establishes a Transition schedule, the specifics of which are predicated on many factors. The State recognizes that Customer business needs, operational requirements, and/or service complexities as well as DTS/ONS oversight authority may impact Transition planning and schedules. Refer to Appendix B, Model Contract Language, Section 76.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### 4.5.6.2 Migration

In a situation where a Customer requests Migration directly from existing CALNET I Contract Services to new services available in CALNET II Module 3 – Internet Protocol Services or Module 4 - Broadband Fixed Wireless Access Services, the Customer will be responsible for any installation charges associated with provisioning of services.

The Bidder is expected, as part of the required Migration planning, to coordinate with the incumbent provider(s) on all actions required to facilitate timely and orderly Migration of services. The DTS/ONS will be the approving authority for all Customer requests to Migrate directly from existing CALNET I Contract Services to CALNET II Module 3 or Module 4 Services.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### 4.5.6.3 Transfer Between Modules

Under the four-Module business concept, the Customer may have a business requirement to Transfer between CALNET II service Modules. There are two situations when this may occur. The first is when the Customer submits a routine business request to Transfer services between Modules. In this situation the Customer will incur installation charges.

The second situation is where the Customer has ordered services, Transferred, Transitioned, or Migrated to a Module service(s) that fails implementation and/or Acceptance Testing requirements. The Customer shall then have the option of Transferring to another Module for services under CALNET II at the expense of the Contractor of the failed service if the failed service cannot be remedied in a timely manner per provisioning and SLA requirements in Section 6.

In the event that DTS/ONS determines that replacement of failed service(s) must be acquired outside of the CALNET II Contracts, the Contractor of the failed service shall be responsible for installation costs. Refer to Appendix B, Model Contract Language, Section 34.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

#### 4.5.7 Contractor Business Plan (M)

Contractor shall submit with the Proposal a Business Plan as referenced in Appendix B, Model Contract Language, Section 52.f, and annually thereafter that demonstrates that qualified staff and resources are available to support the business and Contract management activities consistent with the terms and conditions of the Contract(s).

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

##### 4.5.7.1 Staffing and Resource Requirements (M)

Contractor shall describe and identify the appropriate staff resources to be assigned upon award of the Contract as listed below:

1. A list of personnel classifications assigned with required skills defined for each classification.
2. An organization chart of personnel assigned to the Contract.
3. Brief resume statements of Key Personnel for the Contract, including but not limited to the following:
  - a. Executive Officers
  - b. Dedicated Contract Program Manager
  - c. Project Manager (Transition/Migration/Transfer as appropriate)
  - d. Service Operations Manager
  - e. Marketing Manager
  - f. Technical Solutions Manager
  - g. Training Manager
4. Executive level personnel must be available to meet and confer with the State on Contract related issues in Sacramento.
5. Other Key Personnel must be available to work in California at the request of the State, at the State's designated location, and at no additional cost to the State.
6. The State requires the Contractor to have an agent in California authorized to review, approve, and sign Contract amendments.

#### 4.5.9 Dedicated Contract Program Manager (DCPM) Responsibilities (M)

It is the responsibility of each Contractor's DCPM to ensure that the Contractor complies with the Statement of Work. In addition to the Statement of Work, Appendix B, Section 50 (Performance Deficiency Charges) and Table 4A also include obligations for administrative, reporting and relationship management functions of the Contractor. Because of the size and complexity of the RFP, the State recognizes and acknowledges all possible scenarios cannot be identified; however, the following representative examples illustrate the type of functions the State will consider in assessing Contract performance. The Bidders will describe in detail how they will comply with the requirements of this section.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

##### 4.5.9.1 Administrative Functions (M)

Administrative functions are defined as those consistent with Contractor's Program Management responsibilities. Some examples of these functions include, but are not limited to, the following:

- Respond to the State Program Manager's established suspense date and/or deadline by written communication (e.g., letter, email)
- Ensure that Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available
- Inform the State of regulatory changes that impact Contract Services.
- Ensure that Contractor complies with "Most Favored Nation" status per Appendix B, Section 70.
- Ensure that Contractor Staff are adequately trained on Contract provisions (products/services) and the terms and conditions of the Contract.
- Obtain DTS/ONS approval for Individual Pricing Reductions prior to implementation

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*

*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

# Section 11

**EXHIBIT A-2****AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

\_\_\_\_\_ ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 1 Services dated \_\_\_\_\_ ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

\_\_\_\_\_ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If

Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:



Non-State Agency:

Contractor:

Address:

Address:

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:

Non-State Agency:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Approved By:  
Department of Technology Services,  
Statewide Telecommunications and Network Division

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A-2****AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

\_\_\_\_\_ ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 1 Services dated \_\_\_\_\_ ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

\_\_\_\_\_ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s).

multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

Address:

Address:

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:

Non-State Agency:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Approved By:

Department of Technology Services,  
Statewide Telecommunications and Network Division

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A-2****AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

\_\_\_\_\_ ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) II ("CALNET II") Module 1 Services dated \_\_\_\_\_ ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

\_\_\_\_\_ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If

- Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.
6. No termination charge will be assessed when Non-State Agency transfers Service(s) from one CALNET II Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
  7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.
  8. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
  9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
  10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
  11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
  12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
  13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
  14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
  15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

Address:

Address:

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

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Contractor:

Non-State Agency:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Approved By:

Department of Technology Services,  
Statewide Telecommunications and Network Division

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at [www.stnd.dts.ca.gov](http://www.stnd.dts.ca.gov).

\_\_\_\_\_ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
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IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:

Non-State Agency:

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By:

By:

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Title:

Title:

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Date Signed:

Date Signed:

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Approved By:

Department of Technology Services,  
Statewide Telecommunications and Network Division

By: 

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Title: 

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Date Signed: 

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